

FILED

2009 MAR 27 P 3:47

RICHARD W. WIEKING  
CLERK  
U.S. DISTRICT COURT  
NO. DIST. OF CA. S.J.

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Attorneys for Plaintiff, JULIE LAWRENCE

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

JULIE LAWRENCE.

Plaintiff,

vs.

RICKENBACKER GROUP, INC.

Defendant.

Case No.:

VERIFIED COMPLAINT AND DEMAND  
FOR JURY TRIAL

(Unlawful Debt Collection Practices)

COMPLAINT

COMES NOW the Plaintiff, JULIE LAWRENCE (hereinafter "Plaintiff"), by and through her attorneys, KROHN & MOSS, LTD., and for Plaintiff's Complaint against Defendant, RICKENBACKER GROUP, INC. (hereinafter "Defendant"), alleges and affirmatively states as follows:

INTRODUCTION

1. The United States Congress has found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors, and has determined that abusive debt collection practices contribute to the number of personal bankruptcies, to marital

1 instability, to the loss of jobs, and to invasions of individual privacy. Congress wrote the Fair  
2 Debt Collection Practices Act, 15 U.S.C. 1692 *et seq.* (hereinafter "FDCPA"), to eliminate  
3 abusive debt collection practices by debt collectors, to insure that those debt collectors who  
4 refrain from using abusive debt collection practices are not competitively disadvantaged, and to  
5 promote consistent State action to protect consumers against debt collection abuses. (15 U.S.C.  
6 1692(a) – (e)).

7 2. The California legislature has determined that the banking and credit system and  
8 grantors of credit to consumers are dependent upon the collection of just and owing debts and  
9 that unfair or deceptive collection practices undermine the public confidence that is essential to  
10 the continued functioning of the banking and credit system and sound extensions of credit to  
11 consumers. The Legislature has further determined that there is a need to ensure that debt  
12 collectors exercise this responsibility with fairness, honesty and due regard for the debtor's rights  
13 and that debt collectors must be prohibited from engaging in unfair or deceptive acts or practices.  
14 (Cal. Civ. Code §1788.1(a) – (b)).

15 3. Plaintiff, through her attorneys, brings this action to challenge the actions of  
16 Defendant with regard to attempts by Defendant, a debt collector, to unlawfully and abusively  
17 collect a debt allegedly owed by Plaintiff, and this conduct caused Plaintiff damages.

18 4. For the purposes of this Petition, unless otherwise indicated, "Defendant"  
19 includes all agents, employees, officers, members, directors, heirs, successors, assigns,  
20 principals, trustees, sureties, subrogees, representatives and insurers of Defendant named in this  
21 caption.

#### 22 **JURISDICTION AND VENUE**

23 5. Jurisdiction of this court arises pursuant to 15 U.S.C. 1692k(d), which states that  
24 such actions may be brought and heard before "any appropriate United States district court  
25

1 without regard to the amount in controversy” and 28 U.S.C. 1367 grants this court supplemental  
2 jurisdiction over the state claims contained therein.

3 6. Because Defendant conducts business in the State of California, personal  
4 jurisdiction is established.

5 7. Venue is proper pursuant to 28 U.S.C. 1391(b)(2).

6 8. Declaratory relief is available pursuant to 28 U.S.C. 2201 and 2202.

7 **PARTIES**

8 9. Plaintiff is a natural person who resides in the Albuquerque, New Mexico and is  
9 obligated or allegedly obligated to pay a debt and is a “consumer” as that term is defined by 15  
10 U.S.C. 1692a(3).

11 10. Plaintiff is a natural person from whom a debt collector sought to collect a  
12 consumer debt which was due and owing or alleged to be due and owing from Plaintiff and is a  
13 “debtor” as that term is defined by California Civil Code § 1788.2(h).

14 11. Plaintiff is informed and believes, and thereon alleges, that Defendant is a  
15 national company with a business headquarters in Morgan Hill, County of Santa Clara, State of  
16 California.

17 12. Plaintiff is informed and believes, and thereon alleges, that Defendant uses  
18 instrumentalities of interstate commerce or the mails in any business the principal purpose of  
19 which is the collection of any debts, or who regularly collects or attempts to collect, directly or  
20 indirectly, debts owed or due or asserted to be owed or due another and is a "debt collector" as  
21 that term is defined by 15 U.S.C. § 1692a(6).

22 13. Plaintiff is informed and believes, and thereon alleges, that Defendant is not a  
23 firm of attorneys or counselors at law and is a company who, in the ordinary course of business,  
24 regularly, on behalf of itself or others, engages in debt collection as that term is defined by  
25 California Civil Code § 1788.2(b), and is a “debt collector” as that term is defined by California

Civil Code § 1788.2(c).

**FACTUAL ALLEGATIONS**

14. Defendant has been placing constant and continuous collection calls to Plaintiff seeking and demanding payment for an alleged debt.

15. Upon information and belief, Defendant is attempting to collect a debt relating to towing and storage charges for a vehicle formerly owned by Plaintiff (see Exhibit A).

16. Plaintiff did not own the vehicle at the time of towing (see Exhibit B). Thus, Plaintiff does not owe the alleged debt.

17. Defendant failed to properly identify itself as a debt collector in subsequent communications with Plaintiff.

18. Defendant threatened to report Plaintiff to credit bureaus.

19. Due to Defendant's actions, Plaintiff made payment to Defendant (see Exhibit C).

**COUNT I**

**DEFENDANT VIOLATED THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**

1. Defendant violated the RFDCPA based on the following:

- a. Defendant violated §1788.11(b) of the RFDCPA when Defendant placed telephone calls to Plaintiff without disclosing Defendant's identity.
- b. Defendant violated §1788.11(d) of the RFDCPA when Defendant placed collection calls to Plaintiff repeatedly and continuously so as to annoy Plaintiff.
- c. Defendant violated §1788.11(e) of the RFDCPA when Defendant placed collection calls to Plaintiff with such frequency as to be unreasonable and to constitute harassment to Plaintiff under the circumstances.
- d. Defendant violated §1788.13(f) of the RFDCPA when Defendant falsely represented that information regarding the alleged debt would be reported to a consumer reporting agency.

e. Defendant violated §1788.17 of the RFDCPA by continuously failing to comply with the statutory regulations contained within the FDCPA, 15 U.S.C. § 1692 et seq.

2. As a direct and proximate result of one or more or all of the statutory violations above Plaintiff has suffered emotional distress (see Exhibit D).

WHEREFORE, Plaintiff, JULIE LAWRANCE, respectfully requests judgment be entered against Defendant, THE RICKENBACKER GROUP, INC., for the following:

3. Declaratory judgment that Defendant's conduct violated the Rosenthal Fair Debt Collection Practices Act,
4. Statutory damages pursuant to the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code §1788.30(b),
5. Actual damages,
6. Costs and reasonable attorneys' fees pursuant to the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code §1788.30(c), and
7. Any other relief that this Honorable Court deems appropriate.

**COUNT II**  
**DEFENDANT VIOLATED THE FAIR DEBT COLLECTION PRACTICES ACT**

8. Plaintiff repeats and realleges all of the allegations in Count I of Plaintiff's Complaint as the allegations in Count II of Plaintiff's Complaint.
9. Defendant violated the FDCPA based on the following:
  - a. Defendant violated §1692d(5) of the FDCPA by causing a telephone to ring repeatedly and continuously with the intent to annoy, abuse, and/or harass Plaintiff.
  - b. Defendant violated §1692d(6) of the FDCPA by placing telephone calls without meaningful disclosure of the Defendant's identity.
  - c. Defendant violated §1692e(2)(A) of the FDCPA by falsely representing the

1 amount of the debt because Defendant is attempting to collect a debt Plaintiff  
2 does not owe.

3 d. Defendant violated §1692e(10) of the FDCPA by using false representations  
4 and/or deceptive means to collect a debt because Defendant is attempting to  
5 collect a debt Plaintiff does not owe and threatened to report Plaintiff to credit  
6 bureaus.

7 e. Defendant violated §1692e(11) of the FDCPA by failing to disclose in  
8 subsequent communications that the communication was from a debt collector.

9 10. As a direct and proximate result of one or more or all of the statutory violations  
10 above Plaintiff has suffered emotional distress (see Exhibit D).

11 WHEREFORE, Plaintiff, JULIE LAWRENCE, respectfully requests judgment be  
12 entered against Defendant, THE RICKENBACKER GROUP, INC., for the following:

13 11. Declaratory judgment that Defendant's conduct violated the Fair Debt Collection  
14 Practices Act,

15 12. Statutory damages pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. 1692k,

16 13. Actual damages,

17 14. Costs and reasonable attorneys' fees pursuant to the Fair Debt Collection Practices Act,  
18 15 U.S.C. 1692k,

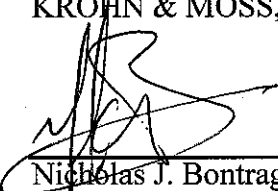
19 15. Any other relief that this Honorable Court deems appropriate.

20 RESPECTFULLY SUBMITTED

21  
22 DATED: March 23, 2009

KROHN & MOSS, LTD.

23  
24 By:

  
25 Nicholas J. Bontrager  
Attorney for Plaintiff

**DEMAND FOR JURY TRIAL**

PLEASE TAKE NOTICE that Plaintiff, JULIE LAWRANCE, demands a jury trial in  
this case.

**VERIFICATION OF COMPLAINT AND CERTIFICATION**

STATE OF \_\_\_\_\_ )

Plaintiff, JULIE LAWRENCE, states as follows:

1. I am the Plaintiff in this civil proceeding.
2. I have read the above-entitled civil Complaint prepared by my attorneys and I believe that all of the facts contained in it are true, to the best of my knowledge, information and belief formed after reasonable inquiry.
3. I believe that this civil Complaint is well grounded in fact and warranted by existing law or by a good faith argument for the extension, modification or reversal of existing law.
4. I believe that this civil Complaint is not interposed for any improper purpose, such as to harass any Defendant(s), cause unnecessary delay to any Defendant(s), or create a needless increase in the cost of litigation to any Defendant(s), named in the Complaint.
5. I have filed this Complaint in good faith and solely for the purposes set forth in it.
6. Each and every exhibit I have provided to my attorneys which has been attached to this Complaint is a true and correct copy of the original.
7. Except for clearly indicated redactions made by my attorneys where appropriate, I have not altered, changed, modified or fabricated these exhibits, except that some of the attached exhibits may contain some of my own handwritten notations.

Pursuant to 28 U.S.C. § 1746(2), I, JULIE LAWRENCE, hereby declare (or certify, verify or state) under penalty of perjury that the foregoing is true and correct.

  
JULIE LAWRENCE

DATE 19 March 2009



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**EXHIBIT A**

Department 804  
PO BOX 4115  
CONCORD CA 94524



Address Service Requested

#BWNFTZF #RBC4884069009026#



JULIE E LAWRENCE - 590188-3  
401 14th St SW Apt 14  
Albuquerque NM 87102-2871

# **RICKENBACKER COLLECTION SERVICES**

A NATIONAL COLLECTION AGENCY

15005 CONCORD CIRCLE  
MORGAN HILL, CA 95037  
(800) 573-8774

"SE HABLA ESPANOL"

Hours: Monday-Friday 9:00am-8:00pm EST  
February 27, 2009

ACCOUNT NO: 590188-3  
RE: EL PASO TOWING  
TAG NO: 442405  
AMOUNT: \$2,026.58  
INTEREST: \$.00  
OTHER: \$.00  
TOTAL: \$2,026.58

Dear JULIE E LAWRENCE,

Your account has been assigned to RICKENBACKER COLLECTIONS for processing.

DMV records show you as the responsible party for a 93 MERCURY SABLE towed on 05/26/07.

The vehicle was disposed of or sold at auction and did not cover all towing and storage expenses. The \$2,026.58 balance is your responsibility. If you have insurance please have them call us at once or send your payment in full.

If you have any questions please call 800-573-8774 for assistance.

Sincerely,

KAY OLSEN  
(800)-573-8774 EXT. 7770

You may also pay online by visiting [www.payrcs.com](http://www.payrcs.com)

**This is an attempt to collect a debt, and any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.**

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**This communication is from a debt collector.**

DETACH HERE - RETURN THIS STUB WITH YOUR PAYMENT

Card Type: ( ) VISA ( ) MC ( ) AMEX

Amount Enclosed: \$ \_\_\_\_\_

Credit Card#: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_ Work Phone: \_\_\_\_\_

RICKENBACKER COLLECTIONS  
15005 CONCORD CIRCLE  
MORGAN HILL, CA 95037



JULIE E LAWRENCE  
401 14th St SW Apt 14  
Albuquerque NM 87102-2871

**TOTAL DUE: \$2,026.58**  
ACCOUNT NUMBER: 590188-3

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**EXHIBIT B**

## PURCHASE AGREEMENT



7201 Lomas Blvd. NE • Albuquerque, NM 87110  
(505) 262-8600

PURCHASER: JULIE E LAWRENCE  
ADDRESS: 401 14 TH STREET SW APT 14 RES: (505) 242-0449  
ALBUQUERQUE, NM 87102 BUS: (505) 853-6162  
CITY: FOSS JR, DAVID ZIP DATE: 05/04/2007  
SALESMAN

I hereby agree to purchase from you under the terms and conditions specified below and on the reverse side hereof, the following:

NEW	2007	CHEVROLET	AVEO	SERIES		0	5	8	6	7	8	0	6	4	1	4	1
DEMO																	
USED		EXTERIOR	ICELANDIC BLUE	MILEAGE	619	APPROXIMATE DELIVERY DATE	05/04/2007	STOCK NUMBER	7AG676	DEAL NUMBER	167557						
WORK/EQUIPMENT PROMISED																	
SELLING PRICE 12840.00																	
N/A																	
N/A																	
N/A																	
N/A																	
GAP INSURANCE 599.00																	
N/A																	
N/A																	
CASA CHEVROLET and the customer have agreed upon the above listed work to be done to the vehicle purchased. There have been no other representations made for items to be added or deleted on this purchase.																	
N/A																	
N/A																	
Purchaser's Signature																	
Purchaser warrants (guarantees) (a) that there are no liens on the Trade-in vehicle and that Purchaser owes no money for the vehicle or repairs to the vehicle, except as may be shown on the face of this agreement; (b) that the vehicle has not been flood damaged or has insurance dated title or has been declared a total loss for insurance purposes.																	
I understand that if my pay-off on my trade-in is more than the contracted price, I will pay any and all shortages immediately upon request to provide a clear Title. I also agree to provide CASA CHEVROLET immediately with the title to my trade-in.																	
Purchaser's Signature																	
DESCRIPTION OF TRADE-IN																	
YEAR	1993	MAKE	MERC	MODEL	1500												
ODOMETER	101239	VEHICLE ID NO	10J4PR651479														
BALANCE OF TRADE-IN OWED TO N/A																	
APPROXIMATE PAY-OFF N/A																	
TOTAL PRICE OF VEHICLE 13439.00																	
FILING FEE 5.50																	
TRADE-IN ALLOWANCE 250.00																	
TRADE DIFFERENCE 13194.50																	
TAX & LICENSE 449.51																	
DEALER SERVICE (TRANSFER FEE) 179.00																	
TOTAL DELIVERED PRICE 13823.01																	
FACTORY REBATE 500.00																	
Less Partial Payment N/A																	
CASH BALANCE DUE PLUS ANY AMOUNT OWED ON TRADE-IN 13323.01																	
TOTAL BALANCE DUE 13323.01																	

## WARRANTY INFORMATION

(Buyer Initials) NEW VEHICLES AND DEMONSTRATORS: THIS VEHICLE IS SOLD WITH A MANUFACTURER'S LIMITED WARRANTY. THE MANUFACTURER'S LIMITED WARRANTY IS BUYER'S EXCLUSIVE REMEDY FOR ANY DEFECTS IN THE VEHICLE. DEALER MAY PERFORM REPAIRS UNDER THE MANUFACTURER'S LIMITED WARRANTY, BUT DEALER IS NOT RESPONSIBLE FOR THE MANUFACTURER'S LIMITED WARRANTY OR FOR ANY IMPLIED WARRANTIES MADE BY THE MANUFACTURER. DEALER MAKES NO WARRANTY ON THIS VEHICLE AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF ANY WARRANTY IS DEEMED TO HAVE BEEN MADE BY DEALER, OR IF THIS VEHICLE IS SOLD WITH A SERVICE CONTRACT, THE TERMS OF ANY SUCH WARRANTY OR SERVICE CONTRACT ARE AS PROVIDED THEREIN. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF SUCH WARRANTY OR SERVICE CONTRACT, AND BUYER'S EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS BY DEALER.

(Buyer Initials) USED VEHICLES: NEW MEXICO LAW REQUIRES THAT THIS VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR FIFTEEN DAYS OR FIVE HUNDRED MILES AFTER DELIVERY, WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT. YOU (THE CONSUMER) WILL HAVE TO PAY UP TO TWENTY-FIVE DOLLARS (\$25.00) FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED. THIS VEHICLE IS OTHERWISE SOLD AS IS (AFTER 15 DAYS OR 500 MILES), WITHOUT ANY FURTHER WARRANTY, EXPRESS OR IMPLIED, UNLESS A FURTHER WARRANTY IS GIVEN IN WRITING BY DEALER. IF ANY FURTHER WARRANTY IS GIVEN IN WRITING BY DEALER, OR IF THIS VEHICLE IS SOLD WITH A SERVICE CONTRACT, THEN THE TERMS OF SUCH FURTHER WARRANTY OR SERVICE CONTRACT ARE AS PROVIDED THEREIN. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF SUCH WRITTEN WARRANTY OR SERVICE CONTRACT, AND BUYER'S EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS BY DEALER.

USED VEHICLES: ATTENTION CONSUMER: Sign here only if the dealer has told you that this vehicle has the following problems and you agree to buy the vehicle on those terms:

Consumer Signature: \_\_\_\_\_

ALL VEHICLES: DEALER IS NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS SALE OR THE USE OF THIS VEHICLE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, INCONVENIENCE, TRANSPORTATION, RENTAL, LOSS OF EARNINGS OR PROFITS, OR ANY COMMERCIAL LOSS. (This paragraph only applies after expiration of New Mexico's automatic 15-day/500-mile implied warranty in the case of used vehicles.)

USED VEHICLES AND DEMONSTRATORS: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Purchaser agrees that this agreement includes all of the terms and conditions on both the face and reverse side hereof, that this agreement cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement related to the subject matter hereby, and that THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE and then in accordance with terms and conditions on the back of this agreement. Purchaser by his execution of this agreement certifies he is of majority age and acknowledges that he has read its terms and conditions and has received a true copy of this agreement. On a credit transaction the purchaser(s) offer is not accepted and the transaction is not consummated until (a) approved in writing by Dealer and a responsible Bank or Finance Company and (b) all disclosures required by the Federal Consumer Credit Protection Act (Truth In Lending Act) have been given and (c) purchaser(s) and Dealer have signed an Installment Sale Contract.

All warranties, if any, by a manufacturer or supplier other than CASA CHEVROLET are theirs, not dealer's, and only such manufacturer or other supplier shall be liable for performance under such warranties. Unless CASA CHEVROLET furnishes buyer with a separate written warranty or service contract made by CASA CHEVROLET, on its own behalf, CASA CHEVROLET hereby disclaims all warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose: (a) on all goods and service sold by CASA CHEVROLET; and (b) on all used vehicles which are hereby sold "as is" - not expressly warranted or guaranteed.

## OFFSITE SALE DISCLAIMER

(Does not apply to sales made at CASA locations)

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

SEE REVERSE SIDE BEFORE SIGNING

PURCHASER'S SIGNATURE DATE 05/04/2007 ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE

White - Accounting • Canary - MVD • Pink - Customer

Form C-5000 Rev. 6/04 No Resale Printing 505-992-8553

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**EXHIBIT C**

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## Transaction Detail

Page 1 of 1

[Close Window](#)[Please print for your records](#)**Transaction Detail****RICKENBACKER GROUP, IN GILROY CA**

Transaction Date	03/18/2009
Post Date	03/20/2009
Transaction Amount	\$1585.00
Reference Number	MT090790106000010036624
Merchant Type	Merchants that provide business and trade services that typically are not considered professions. Examples of companies and Sercies include publishing
Method Card Number Captured	81 - Card number entered via the Internet or electronically
Card Presence	5 - Card not present at time of sale - Internet Transaction

**[Billing Dispute Information](#)**[Close Window](#)

**EXHIBIT D**

I have suffered from the following due to, or made worse by, the actions of the Defendant's debt collection activities:

- |   |                                      |                          |
|---|--------------------------------------|--------------------------|
| 1. Sleeplessness  | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| 2. Fear of answering the telephone                            | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| 3. Nervousness  | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| 4. Fear of answering the door                                 | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| 5. Embarrassment when speaking with family or friends         | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| 6. Depressions (sad, anxious, or "empty" moods)               | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| 7. Chest pains  | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| 8. Feelings of hopelessness, pessimism                        | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| 9. Feelings of guilt, worthlessness, helplessness             | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| 10. Appetite and/or weight loss or overeating and weight gain | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| 11. Thoughts of death, suicide or suicide attempts            | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| 12. Restlessness or irritability                              | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| 13. Headache, nausea, chronic pain or fatigue                 | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| 14. Negative impact on my job                                 | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| 15. Negative impact on my relationships                       | <input checked="" type="radio"/> YES | <input type="radio"/> NO |

Other physical or emotional symptoms you believe are associated with abusive debt collection activities:

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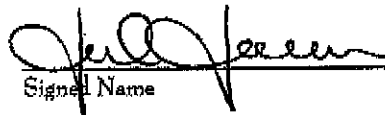
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Pursuant to 28 U.S.C. § 1746(2), I hereby declare (or certify, verify or state) under penalty of perjury that the foregoing is true and correct.

Dated: 19 March 2009



Signed Name

Julie Lawrence

Printed Name